

VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT:	Range Resources-Pine Mountain, Inc.)	VIRGINIA GAS
)	AND OIL BOARD
RELIEF SOUGHT	POOLING OF INTERESTS IN A 58.67)	
	ACRE SQUARE DRILLING UNIT)	
	DESCRIBED IN EXHIBIT A HERETO)	DOCKET NO.
	LOCATED IN THE NORA COALBED)	VGOB-12-0717-3082
	GAS FIELD AND SERVED BY WELL)	
	No. Lovers Gap-39-CBM Unit AA-74)	
	(herein "Subject Drilling Unit"))	
	PURSUANT TO VA. CODE §§)	
	45.1-361.21 AND 45.1-361.22, FOR)	
	THE PRODUCTION OF OCCLUDED)	
	NATURAL GAS PRODUCED FROM)	
	COALBEDS AND ROCK STRATA)	
	ASSOCIATED THEREWITH (herein)	
	"Coalbed Methane Gas" or "Gas"))	
)	
)	
LEGAL DESCRIPTION:)	
)	
	SUBJECT DRILLING UNIT SERVED BY WELL)	
	NUMBERED Lovers Gap-39-CBM Unit AA-74)	
	("Well") TO BE DRILLED IN THE LOCATION)	
	DEPICTED ON EXHIBIT A HERETO,)	
	Dolly Chambers Tract)	
	1.75 acres, more or less)	
	PRATER QUADRANGLE)	
	PRATER DISTRICT)	
	BUCHANAN COUNTY, VIRGINIA)	
	(the "Subject Lands" are more particularly described)	
	on Exhibit A , attached hereto and made a part)	
	hereof))	

REPORT OF THE BOARDFINDINGS AND ORDER

1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on July 17, 2012, at the Russell County Conference Center, Highland Drive, Lebanon, Virginia.

2. Appearances: **Timothy E. Scott of McKinnis & Scott**, appeared for the Applicant; and **Sharon M. B. Pigeon**, Assistant Attorney General, was present to advise the Board.

3. Jurisdiction and Notice: Pursuant to Va. Code §§ 45.1-361.1 et seq., the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds that the Applicant has (1) exercised due diligence in conducting a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner and/or potential owner, i.e., person identified by Applicant as having ("Owner") or claiming ("Claimant") the rights to Coalbed Methane Gas including all Pennsylvanian age coals from the top of the Aily, including but not limited to Raven, Jawbone Rider, Jawbone, Tiller, Upper Seaboard, Greasy Creek, Upper Horsepen, Middle Horsepen, War Creek, Beckley, Lower Horsepen, Pocahontas #9, Pocahontas #3, Pocahontas #2, Pocahontas #1 and any unnamed coal seams and other associated formations known as the Nora Coalbed Gas Field (hereafter "Subject Formations") in the Subject Drilling Unit underlying and comprised of Subject Lands; (2) represented it has given notice to those parties so identified (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by Va. Code §§ 45.1-361.19 and 45.1-361.22, to notice of the application filed herein; and (3) that the persons set forth in **Exhibit B-3** hereto have been identified by Applicant as persons who may be Owners or Claimants of Coalbed Methane Gas interests in Subject Formations in the Subject Drilling Unit who have not heretofore agreed to lease or sell to the Applicant and/or voluntarily pool their Gas interests. Conflicting Gas Owners/Claimants or Unknown or Unlocatable Owners, if any, in the Subject Drilling Unit are listed on **Exhibit E**. Further, the Board has caused notice of this hearing to be published as required by Va. Code § 45.1-361.19.B. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements, and the minimum standards of state due process.

4. Amendments: None.

5. Dismissals: None.

6. Relief Requested: Applicant requests (1) that pursuant to Va. Code § 45.1-361.22, including the applicable portions of § 45.1-361.21, the Board pool the rights, interests and estates in and to the Gas in the Subject Drilling Unit, including those of the Applicant and of the known and unknown persons named in **Exhibit B-3** hereto and that of their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Coalbed Methane Gas produced from the Subject Drilling Unit established for the Subject Formations underlying and comprised of the Subject Lands, (hereafter sometimes collectively identified and referred to as "well development and/or operation in the Subject Drilling Unit"); and, (2) that the Board designate **Range Resources-Pine Mountain, Inc.** as the Unit Operator.

7. Relief Granted: The requested relief in this cause shall be and hereby is granted and: (1) pursuant to Va. Code § 45.1-361.21.C.3, **Range Resources-Pine Mountain, Inc.** (hereafter "Unit Operator" or "Operator") is designated as the Unit Operator authorized to drill and operate the Well in Subject Drilling Unit at the location depicted on the plat attached hereto as **Exhibit A**, subject to the permit provisions contained in Va. Code § 45.1-361.27, et seq., to §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; to § 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations and to the Nora Coalbed Gas Field Rules established by the Oil and Gas Conservation Board's Order entered March 26, 1989; all as amended from time to time; and (2) all the interests and estates in and to the Gas in Subject Drilling Unit, including that of the Applicant, the Unit Operator and of the known and unknown persons listed on **Exhibit B-**

3, attached hereto and made a part hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, be and hereby are pooled in the Subject Formations in the Subject Drilling Unit underlying and comprised of the Subject Lands.

Pursuant to the Nora Coal Field Rules promulgated under the authority of Va. Code § 45.1-361.20, the Board has adopted the following method for the calculation of production and revenue and allocation of allowable costs for the production of Coalbed Methane Gas.

For Frac Well Gas. - Gas shall be produced from and allocated to only the 58.67-acre drilling unit in which the well is located according to the undivided interests of each Owner/Claimant within the unit, which undivided interest shall be the ratio (expressed as a percentage) that the amount of mineral acreage within each separate tract that is within the Subject Drilling Unit, when platted on the surface, bears to the total mineral acreage, when platted on the surface, contained within the entire 58.67-acre drilling unit in the manner set forth in the Nora Field Rules.

8. Election and Election Period: In the event any Owner or Claimant named in Exhibit B-3 hereto does not reach a voluntary agreement to share in the operation of the well located in the Subject Drilling Unit, at a rate of payment mutually agreed to by said Gas Owner or Claimant and the Unit Operator, then such person named may elect one of the options set forth in Paragraph 9 below and must give written notice of his election of the option selected under Paragraph 9 to the designated Unit Operator at the address shown below within thirty (30) days from the date of receipt of a copy of this Order. A timely election shall be deemed to have been made if, on or before the last day of said 30-day period, such electing person has delivered his written election to the designated Unit Operator at the address shown below or has duly postmarked and placed its written election in first class United States mail, postage prepaid, addressed to the Unit Operator at the address shown below.

9. Election Options:

9.1 Option 1 - To Participate In the Well Development and Operation of the Drilling Unit: Any Gas Owner or Claimant named in Exhibit B-3 who does not reach a voluntary agreement with the Unit Operator may elect to participate in the Well Development and Operation in the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs of the well Development contemplated by this Order for Gas produced pursuant to the Nora Field Rules, including a reasonable supervision fee, as more particularly set forth in Virginia Gas and Oil Board Regulation 4 VAC 25-160-100 (herein "Completed-for-Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Completed-for-Production Cost as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The Completed-for-Production Cost for the Subject Drilling Unit is as follows:

Completed-for-Production Costs:	\$394,380.00
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A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operator's "Interest in Unit" times the

Completed-for-Production Cost set forth above. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the estimate of his proportionate part of the Completed-for-Production Cost as set forth above, all within the time set forth herein and in the manner prescribed in Paragraph 8 of this Order, then such Participating Operator shall be deemed to have elected not to participate and to have elected compensation in lieu of participation pursuant to Paragraph 9.2 herein.

- 9.2 Option 2 - To Receive A Cash Bonus Consideration: In lieu of participating in the Well development and operation in the Subject Drilling Unit under Paragraph 9.1 above, any Gas Owner or Claimant named in **Exhibit B-3** hereto who has not reached a voluntary agreement with the Unit Operator may elect to accept a cash bonus consideration of **\$30.00** per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Gas produced from any Well development and operation covered by this Order multiplied by that person's Interest Within Unit as set forth in **Exhibit B-3** [for purposes of this Order, net proceeds shall be actual proceeds received less post-production costs incurred downstream of the wellhead, including, but not limited to, gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person] as fair, reasonable and equitable compensation to be paid to said Gas Owner or Claimant. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within one hundred twenty (120) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this Order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing person in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

Subject to a final legal determination of ownership, the election made under this Paragraph 9.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign its right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant.

- 9.3 Option 3 - To Share In The Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the Well development and operation of Subject Drilling Unit under Paragraph 9.1 above and in lieu of receiving a cash bonus consideration under Paragraph 9.2 above, any Gas Owner or Claimant named in **Exhibit B-3** who has not reached a voluntary agreement with the Unit Operator may elect to share in the well development and operation in Subject Drilling Unit on a carried basis (as a "Carried Well Operator") so that the proportionate part of the

Completed-for-Production Costs hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of production from Subject Drilling Unit. Such Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Well Operator's share of production from Subject Drilling Unit (exclusive of any royalty, excess or burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Well Operator. When the Unit Operator recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for above, then, the assigned interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 9.1 above; and thereafter, such participating person shall be charged with and shall pay his proportionate part of all further costs of such well development and operation.

Subject to final legal determination or ownership, the election made under this Paragraph 9.3, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any Well development and operation covered hereby and such electing person shall be deemed to have an hereby does assign his right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant for the period of time during which its interest is carried as above provided prior to its reversion back to such electing person.

10. Failure to Properly Elect: In the event a person named in **Exhibit B-3** hereto has not reached a voluntary agreement with the Applicant or Unit Operator and fails to elect within the time, in the manner, and in accordance with the terms of this Order, one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed Well development and operation in Subject Drilling Unit and shall be deemed, subject to any final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which its interest qualifies, and shall be deemed to have leased and/or assigned his right interests, and claims in and to said Gas produced from Subject Formation in Subject Drilling Unit to the Unit Operator. Persons who fail to properly elect shall be deemed to have accepted the compensation and terms set forth herein at Paragraph 9.2 in satisfaction in full for the right, interests, and claims of such person in and to the Gas produced from Subject Formation underlying Subject Lands.

11. Default By Participating Person: In the event a person named in **Exhibit B-3** elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the estimated Completed-for-Production Costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in

Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be tendered, paid or escrowed by Unit Operator within one hundred twenty (120) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any 1/8th royalties which would become due pursuant to Paragraph 9.2 hereof.

12. Assignment of Interest: In the event a person named in **Exhibit B-3** is unable to reach a voluntary agreement to share in the Well development and operation in Subject Drilling Unit at a rate of payment agreed to mutually by said Gas Owner or Claimant and the Unit Operator, and said person elects or fails to elect to do other than participate under Paragraph 9.1 above in the Well development and operation in Subject Drilling Unit, then such person shall be deemed to have and shall have assigned unto Unit Operator such person's right, interests, and claims in and to said Well, in Subject Formations in Subject Drilling Unit, and other share in and to Gas production to which such person may be entitled by reason of any election or deemed election hereunder in accordance with the provisions of this Order governing said elections.

13. Unit Operator (or Operator): **Range Resources-Pine Mountain, Inc.** shall be and hereby is designated as Unit Operator authorized to drill and operate the Well(s) in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Va. Code §§ 45.1-361.27 et seq.; §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; §§ 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations; Oil and Gas Conservation Board ("OGCB") Order establishing the Nora Coalbed Gas Field Rules entered March 26, 1989; all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

**Range Resources-Pine Mountain, Inc.
406 West Main Street
P. O. Box 2136
Abingdon, VA 24212
Phone: (276) 628-9001
Fax: (276) 628-7246
Attn: Philip Horn, Land Manager**

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of the Well within Subject Drilling Unit within seven hundred thirty (730) days from the date of this Order, and shall prosecute the same with due diligence. If the Unit Operator has not so commenced and/or prosecuted, then this order shall terminate, except for any cash sums then payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 p.m. on the date on which the well covered by this Order is permanently abandoned and plugged. However, in the event an appeal is taken from this Order, then the time between the filing of the Petition for Appeal and the Final Order of the Circuit Court shall be excluded in calculating the two-year period reference herein.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are a charge against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating the Well(s) has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions: The Applicant represented to the Board that there are unknown or unlocatable claimants in **Tract 8 representing 0.82733333% of the Subject Drilling Unit** whose payments are subject to the provisions of Paragraph 16; and, the Unit Operator has represented to the Board that there are no conflicting claimants in the Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16.2 hereof.

- 16.1 Escrow Provisions For Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment, or other payment shall not be commingled with any funds of the Unit Operator and, pursuant to Va. Code § 45.1-361.21.D, said sums shall be deposited by the Unit Operator into the Escrow Account, commencing within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are being deposited. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board in accordance with Va. Code § 45.1-361.21.D. Therefore, by this Order, the Escrow Agent named herein or any successor named by the Board, is required to establish an interest-bearing escrow account for the Subject Drilling Unit (herein "Escrow Agent"), and to receive and account to the Board pursuant to its agreement for the escrowed funds hereafter described in Paragraphs 16.1 and 16.2:

First Bank and Trust Company
Trust Division
38 East Valley Drive
Bristol, Virginia 24201
Tel: (276) 466-9222
Attn: Debbie Davis

- 16.2 Escrow Provisions For Conflicting Claimants: If any payment of bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be made certain due to conflicting claims of ownership and/or a defect or cloud on the title, then such cash bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment, together with Participating Operator's Proportionate Costs paid to the Unit Operator pursuant to Paragraph 9.1 hereof, if any, (1) shall not be commingled with any funds of the Unit Operator; and (2) shall, pursuant to Va. Code §§ 45.1-361.22.A.2, 45.1-

361.22.A.3 and 45.1-361.22.A.4, be deposited by the Operator into the Escrow Account within one hundred twenty (120) days of the recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of, the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board.

17. Special Findings: The Board specifically and specially finds:
- 17.1 Applicant is **Range Resources-Pine Mountain, Inc.** Applicant is duly authorized and qualified to transact business in the Commonwealth of Virginia;
- 17.2 Applicant **Range Resources-Pine Mountain, Inc.** has made a delegation of authority to **Range Resources-Pine Mountain, Inc.** to explore, develop and maintain the properties and assets of Applicant, now owned or hereafter acquired, and **Range Resources-Pine Mountain, Inc.** has accepted this delegation of authority and agreed to explore, develop and maintain those properties and assets, and has consented to serve as Coalbed Methane Gas Unit Operator for Subject Drilling Unit and to faithfully discharge the duties imposed upon it as Unit Operator by statute and regulations;
- 17.3 Applicant **Range Resources-Pine Mountain, Inc.** is an operator in the Commonwealth of Virginia, and has satisfied the Board's requirements for operations in Virginia;
- 17.4 Applicant **Pine Mountain Oil and Gas, Inc.** claims ownership of gas leases, Coalbed Methane Gas leases, and/or coal leases representing **88.00366667%** percent of the oil and gas interest/claims in and to Coalbed Methane Gas and **100.00%** percent of the coal interest/claims in and to Coalbed Methane Gas in Subject Drilling Unit; and, Applicant claims the right to explore for, develop and produce Coalbed Methane Gas from Subject Formations in Subject Drilling Unit in Buchanan County, Virginia, which Subject Lands are more particularly described in **Exhibit A**;
- 17.5 The estimated total production from Subject Drilling Unit is **400 mmcf**. The estimated amount of reserves from the Subject Drilling Unit is **400 mmcf**;
- 17.6 Set forth in **Exhibit B-3** is the name and last known address of each Owner or Claimant identified by the Applicant as having or claiming an interest in the Coalbed Methane Gas in Subject Formation in Subject Drilling Unit underlying and comprised of Subject Lands, who has not, in writing, leased to the Applicant or the Unit Operator or agreed to voluntarily pool his interests in Subject Drilling Unit for its development. The interests of the Respondents listed in **Exhibit B-3** comprise **11.99633333%** percent of the oil and gas interests/claims in and to the Coalbed Methane Gas in the Subject Drilling Unit;

17.7 Applicant's evidence established that the fair, reasonable and equitable compensation to be paid to any person in lieu of the right to participate in the Wells are those options provided in Paragraph 9 above;

17.8 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person listed and named in **Exhibit B-3** hereto the opportunity to recover or receive, without unnecessary expense, such person's just and fair share of the production from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of Coalbed Methane Gas, prevent or assist in preventing the various types of waste prohibited by statute and protect or assist in protecting the correlative rights of all persons in the subject common sources of supply in the Subject Lands. Therefore, the Board is entering an Order granting the relief herein set forth.

18. Mailing of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of recording of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of its receipt by Unit Operator to each Respondent named in **Exhibit B-3** pooled by this Order and whose address is known.

19. Availability of Unit Records: The Director shall provide all persons not subject to a lease with reasonable access to all records for Subject Drilling Unit which are submitted by the Unit Operator to said Director and/or his Inspector(s).

20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and **IT IS SO ORDERED.**

21. Appeals: Appeals of this Order are governed by the provisions of Va. Code Ann. § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court.

22. Effective Date: This Order shall be effective as of the date of the Board's approval of this Application, which is set forth at Paragraph 1 above.

DONE AND EXECUTED this 27 day of August, 2012, by a majority of the Virginia Gas and Oil Board.

Bradley C. Lambert
Chairman, Bradley C. Lambert

DONE AND PERFORMED this 27th day of August, 2012, by Order of this Board.

Rick Cooper
Rick Cooper
Principal Executive to the Staff
Virginia Gas and Oil Board

STATE OF VIRGINIA)
COUNTY OF RUSSELL)

Acknowledged on this 27th day of August, 2012, personally before me a notary public in and for the Commonwealth of Virginia, appeared Bradley C. Lambert, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, and appeared Rick Cooper, being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that they executed the same and were authorized to do so.

Diane J. Davis
Diane J. Davis, Notary
174394

My commission expires: September 30, 2013

[c:\msword2000\pinemountain&g\pooling,lovers gap-39.cbm.order]

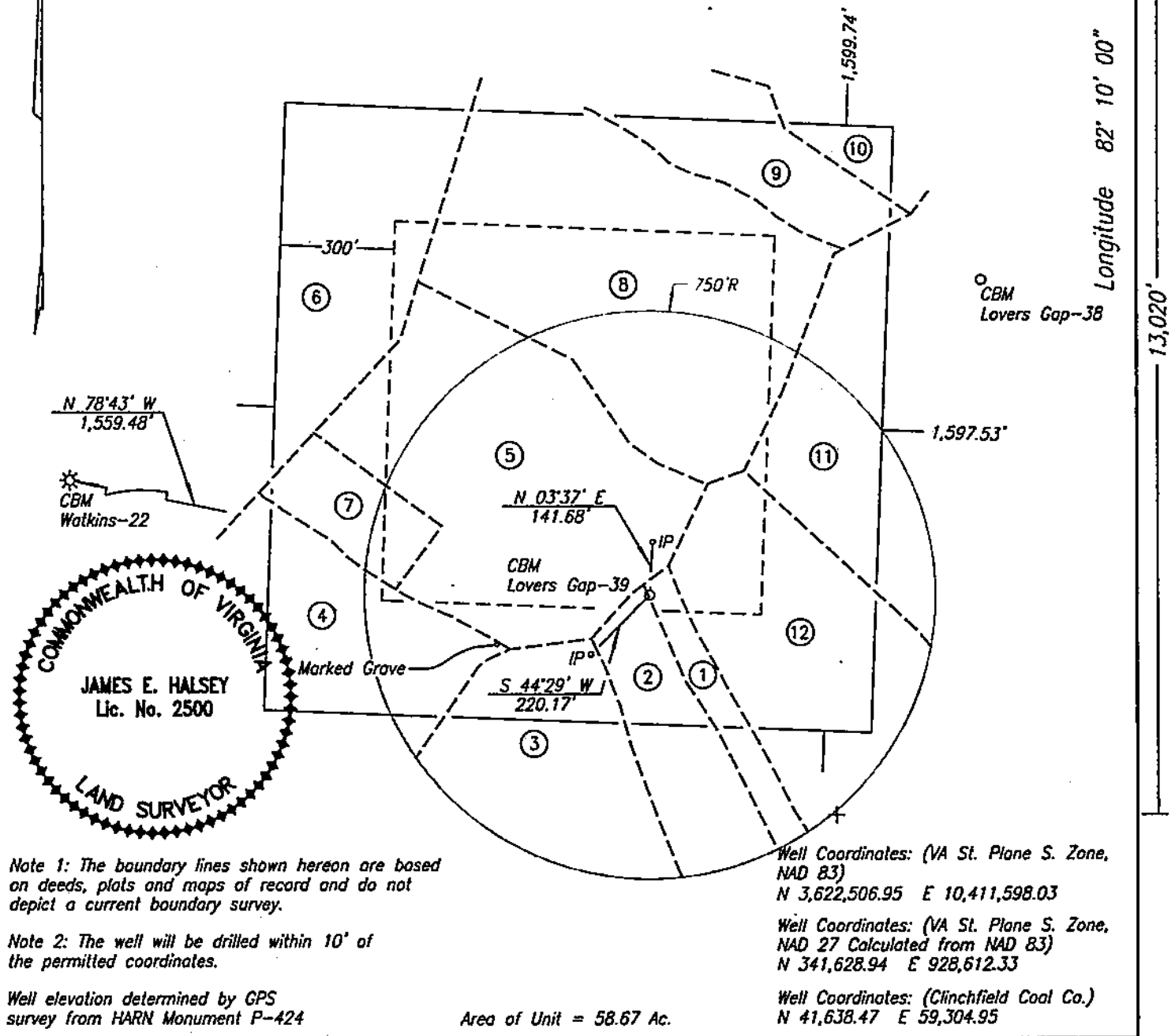


Well Coordinates: (Geographic N27)
37.214304° -82.180109°

Latitude 37° 15' 00"

Note: See Attached Tract
Ownership Information Schedule

Mineral Line
Surface Line



WELL LOCATION PLAT NORA GRID AA-74

COMPANY Range Resources-Pine Mountain, Inc. WELL NAME AND NUMBER Lovers Gap-39
TRACT NO. Jno. D. Justice ELEVATION 2,018.68' QUADRANGLE Prater
COUNTY Buchanan DISTRICT Prater SCALE 1" = 400' DATE 6-14-2012

This Plat is a new plat x; an updated plat ; or a final location plat

+ Denotes the location of a well on United States topographic Maps, scale 1 to 24,000, latitude and longitude lines being represented

Exhibit A

James E. Halsey
Licensed Professional Engineer or Licen

LOVERS GAP-39 PLAT
TRACT OWNERSHIP INFORMATION SCHEDULE
6/14/2012

- 1 . Lease No. 450271056
Dolly Chambers - surface & gas
1.75 Acres
John D. Justice Tract
588 Acres
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil & CBM
Gas 0.84 ac. 1.43%
- 2 . Lease No. 450270478
Gervis and Lydia Deel - surface & gas
8.85 Acres
John D. Justice Tract
588 Acres
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil & CBM
Gas 1.42 ac. 2.42%
- 3 . Lease No. 450270479
Wayne K. & Margie Lowe, et al - surface & gas
13 Acres
John D. Justice Tract
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil & CBM
Gas 1.68 ac. 2.86%
- 4 . Lease No. 450270001
Mazel Jean Deel - surface & gas
14.75 Acres
John D. Justice Tract
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil & CBM
Gas 4.79 ac. 8.16%
- 5 . Lease No. 450270007
Travis Deel, et al - surface & gas
14 Acres
John D. Justice Tract
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil & CBM
Gas 12.38 ac. 21.10%

- 6 . J. N. Watkins
829 Acres
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil, gas & CBM
Gas 7.10 ac. 12.10%
- 7 . Lease No. 450270007
Roger Lee & Rhonda K. Deel - surface & gas (Life Estate)
Burton Wayne Deel - surface & gas (Remainder Interest)
2 Acres
John D. Justice Tract
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil & CBM
Gas 2.04 ac. 3.48%
- 8 . Lease No. 450270003A, 450270003B & 4502700035 (partially leased)
Jessie & Delphia Charles Estate - surface & gas
16.5 Acres
John D. Justice Tract
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil & CBM
Gas 14.56 ac. 24.82%
- 9 . Lease No. 450270002
Beulah Bowman - surface & gas
6 Acres
John D. Justice Tract
588 Acres
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil & CBM
Gas 2.67 ac. 4.55%
- 10 . E.S. Finney, Comr.
185.23 Acres
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil, gas & CBM
Gas 0.69 ac. 1.18%
- 11 . Lease No. 450270004
Willard and Susie Charles - surface & gas
± 46.93 Acres
John D. Justice Tract
588 Acres
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil & CBM
Gas 4.65 ac. 7.93%

12 . Lease No. 450271056
Dolly Chambers - surface & gas
5.0 Acres
John D. Justice Tract
588 Acres
ACIN LLC - coal
Alpha Land & Reserves LLC - coal lessee
WBRD LLC - coal
Paramount Coal Company, Virginia LLC - coal lessee
Range Resources - Pine Mountain, Inc. - oil & CBM
Gas 5.85 ac. 9.97%

Exhibit "B"
Lovers Gap 39

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
CBM Estate Only				
1	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	1.43000000	0.84000000
2	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	2.42000000	1.42000000
3	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	2.86000000	1.68000000
4	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	8.16000000	4.79000000
5	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	21.10000000	12.38000000
6	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	12.10000000	7.10000000
7	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	3.48000000	2.04000000
8	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	24.82000000	14.56000000
9	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	4.55000000	2.67000000
10	Range Resources - Pine Mountain, Inc.	Owner	1.18000000	0.69000000

Attn: Jerry Grantham
 PO Box 2136
 Abingdon, VA 24212



11	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	7.93000000	4.65000000
12	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	9.97000000	5.85000000

TOTAL GAS ESTATE			100.00000000	58.67000000
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Percentage of Unit Leased	100.00000000
Percentage of Unit Unleased	0.00000000

Acreage in Unit Leased	58.67000000
Acreage in Unit Unleased	0.00000000

Exhibit "B"
Lovers Gap 39

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
Gas Estate Only				
1	 Dolly Chambers 1145 Kingfisher Rd Vansant, VA 24656	Leased	1.43000000	0.84000000
2	Gervis & Lydia Deel 7424 Lovers Gap Rd Vansant, VA 24656	Leased	2.42000000	1.42000000
3	Wayne K & Margie Lowe 7527 Lovers Gap Road Vansant, VA 24656	Leased	2.86000000	1.68000000
4	Mazel Jean Deel 1170 Bear Branch Rd Vansant, VA 24656	Leased	8.16000000	4.79000000
5	Travis Deel 1516 Bear Branch Rd Vansant, VA 24656	Leased	7.03333333	4.12666667
	Janet Deel Robertson 464 McIntosh Rd Boaz, KY 42027	Leased	7.03333333	4.12666667
	Burton Deel 1516 Bear Branch Rd Vansant, VA 24656	Leased	7.03333333	4.12666667
	Tract 5 Totals:		21.10000000	12.38000000
6	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	12.10000000	7.10000000
7	Roger Lee & Rhonda K Deel 1516 Bear Branch Rd Vansant, VA 24656	Leased Life Estate	0.00000000	0.00000000
	Burton Deel 1516 Bear Branch Rd Vansant, VA 24656	Leased Remainder	3.48000000	2.04000000
8	 Willard & Susie A Charles 1064 Ironwood Road Vansant, VA 24656	Leased	3.58511111	2.10311111
	Glenn & Marie Charles	Leased	3.58511111	2.10311111

P.O. Box 440
Vansant, VA 24656

Richard Charles
2066 Watkins Street
Grundy, VA 24614

Unleased

3.58511111

2.10311111



Jonie & Grover Vanover
1580 Bear Branch Road
Vansant, VA 24656

Unleased

3.58511111

2.10311111

Sarah Mohr 215 Twillo Run Drive New Haven, IN 46774	Leased	3.58511111	2.10311111
Mary Katie & Jessie Kedna Bowman 1715 Bear Branch Road Vansant, VA 24656	Unleased	3.58511111	2.10311111
Earl & Pearl Charles 1313 Landmark Road Vansant, VA 24656	Leased	0.82733333	0.48533333
Floyd & Judy C Charles 1178 Landmark Road Vansant, VA 24656	Leased	0.27577778	0.16177778
Corene Wagner 1079 Coal Miner Road Vansant, VA 24656	Leased	0.27577778	0.16177778
Margie Yates 26826 Eunice Avenue Defiance, OH 43512	Leased	0.27577778	0.16177778
Jessie Boyd Unknown Address	Unleased	0.27577778	0.16177778
James Boyd Unknown Address	Unleased	0.27577778	0.16177778
Jerline Boyd Heirs Unknown	Unleased	0.27577778	0.16177778
Vernie & Quillion Boyd P.O. Box 274 Davenport, VA 24239	Leased	0.20683333	0.12133333
Russell & Sherry Boyd Box 931 Rocky Gap Hollow Birchleaf, VA 24220	Leased	0.20683333	0.12133333
Roy Boyd General Delivery Davenport, VA 24239	Unleased	0.20683333	0.12133333
Martha Boyd General Delivery Davenport, VA 24239	Unleased	0.20683333	0.12133333
Tract 8 Totals:		24.82000000	14.56000000
9 * Beulah Bowman 1738 Bearbranch Road Vansant, VA 24656	Leased	4.55000000	2.67000000

10	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	1.18000000	0.69000000
11	 Willard & Susie Charles 1064 Ironwood Rd Vansant, VA 24656	Leased	7.93000000	4.65000000
12	 Dolly Chambers 1145 Kingfisher Rd Vansant, VA 24656	Leased	9.97000000	5.85000000
TOTAL GAS ESTATE			100.00000000	58.67000000
Percentage of Unit Leased		88.00366667		
Percentage of Unit Unleased		11.99633333		
Acreage in Unit Leased		51.63266667		
Acreage in Unit Unleased		7.03733333		

**Exhibit "B-3" - Unleased Owners
Lovers Gap 39**

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
Gas Estate Only				
8	Richard Charles 2066 Watkins Street Grundy, VA 24614	Unleased	3.58511111	2.10311111
	Jonie & Grover Vanover 1580 Bear Branch Road Vansant, VA 24656	Unleased	3.58511111	2.10311111
	Mary Katie & Jessie Kedna Bowman 1715 Bear Branch Road Vansant, VA 24656	Unleased	3.58511111	2.10311111
	Jessie Boyd Unknown Address	Unleased	0.27577778	0.16177778
	James Boyd Unknown Address	Unleased	0.27577778	0.16177778
	Jerline Boyd Heirs Unknown	Unleased	0.27577778	0.16177778
	Roy Boyd General Delivery Davenport, VA 24239	Unleased	0.20683333	0.12133333
	Martha Boyd General Delivery Davenport, VA 24239	Unleased	0.20683333	0.12133333
	TOTAL GAS ESTATE		11.99633333	7.03733333

CBM Estate Only

NONE

**Exhibit "E" - Escrow Owners
Lovers Gap 39**

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
Gas Estate Only				
8	Jessie Boyd Unknown Address	Unleased	0.27577778	0.16177778
	James Boyd Unknown Address	Unleased	0.27577778	0.16177778
	Jerline Boyd Heirs Unknown	Unleased	0.27577778	0.16177778
TOTAL GAS ESTATE			0.82733333	0.48533333
CBM Estate Only				
NONE				
TOTAL CBM ESTATE			0.00000000	0.00000000

INSTRUMENT #120002248
RECORDED IN THE CLERK'S OFFICE OF
BUCHANAN COUNTY ON
OCTOBER 1, 2012 AT 09:23AM
BEVERLY S. TILLER, CLERK
RECORDED BY: GGB